

Docket No.
15513-1US

Declaration and Power of Attorney For Patent Application

English Language Declaration

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

Tetrahydroindolone Derivatives for Treatment of Neurological Conditions

the specification of which

(check one)

☐ is attached hereto.

☒ was filed on 24-MAR-2006 as United States Application No. or PCT International Application Number 10/595,219 and was amended on _____

(if applicable)

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, or plant breeder's rights certificate(s), or 365(a) of any PCT International application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

Priority Claimed

PCT/US2004/031743

PCT

27/SEPT/2004

☒

(Number)

(Country)

(Day/Month/Year Filed)

☐

(Number)

(Country)

(Day/Month/Year Filed)

☐

(Number)

(Country)

(Day/Month/Year Filed)

I hereby claim the benefit under 35 U.S.C. Section 119(e) of any United States provisional application(s) listed below:

| | |
|--------------------------|---------------------|
| <u>60/505,692</u> | <u>25-SEPT-2003</u> |
| (Application Serial No.) | (Filing Date) |
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I hereby claim the benefit under 35 U. S. C. Section 120 of any United States application(s), or Section 365(c) of any PCT International application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. Section 112, I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, C. F. R., Section 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application:

| | | |
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| | | |
| (Application Serial No.) | (Filing Date) | (Status) (patented, pending, abandoned) |
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| (Application Serial No.) | (Filing Date) | (Status) (patented, pending, abandoned) |
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| (Application Serial No.) | (Filing Date) | (Status) (patented, pending, abandoned) |
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| (Application Serial No.) | (Filing Date) | (Status) (patented, pending, abandoned) |
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| (Application Serial No.) | (Filing Date) | (Status) (patented, pending, abandoned) |

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

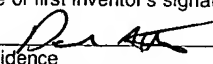
POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. *(list name and registration number)*

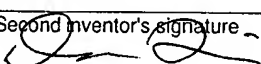
All Attorneys Associated With Customer No. 23676

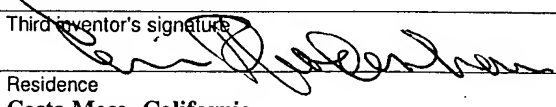
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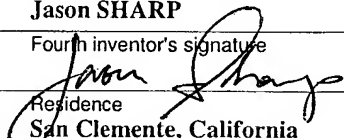
Send Correspondence to: **Michael Fedrick
Sheldon & Mak
225 S. Lake Ave., 9th Floor
Pasadena, CA 91101**

Direct Telephone Calls to: *(name and telephone number)*
Michael Fedrick 626-796-4000

| | |
|---|-----------------------|
| Full name of sole or first inventor David HELTON | |
| Sole or first inventor's signature  | Date 4/7/06 |
| Residence Foothill Ranch, California | |
| Citizenship USA | |
| Post Office Address 19 Avignon Avenue | |
| Foothill Ranch, CA 92610-1910 | |

| | |
|--|-----------------------|
| Full name of second inventor, if any Daivd FICK | |
| Second inventor's signature  | Date 4/6/06 |
| Residence Newport Beach, California | |
| Citizenship USA | |
| Post Office Address 6 Mojo Court | |
| Newport Beach, CA 92663-2334 | |

| | |
|---|----------------|
| Full name of third inventor, if any Ernie PFADENHAUER | |
| Third inventor's signature  | Date 4/7/06 |
| Residence Costa Mesa, California | |
| Citizenship USA | |
| Post Office Address 2821 Portola Drive | |
| Costa Mesa, CA 92626-5820 | |

| | |
|--|----------------|
| Full name of fourth inventor, if any Jason SHARP | |
| Fourth inventor's signature  | Date 4/7/06 |
| Residence San Clemente, California | |
| Citizenship USA | |
| Post Office Address 2903 Bonanza | |
| San Clemente, CA 92673-3423 | |

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|-------------------------------------|------|
| Full name of fifth inventor, if any | |
| Fifth inventor's signature | Date |
| Residence | |
| Citizenship | |
| Post Office Address | |
| | |

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|-------------------------------------|------|
| Full name of sixth inventor, if any | |
| Sixth inventor's signature | Date |
| Residence | |
| Citizenship | |
| Post Office Address | |
| | |

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number:

25226

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

| Name | Registration Number | Name | Registration Number |
|------|---------------------|------|---------------------|
| | | | |

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number:

25226

OR

☐ Firm or Individual Name

Address

City

State

Zip

Country

Telephone

Email


Assignee Name and Address:

Abraxis BioScience, Inc.
2730 Wilshire Boulevard, Suite 500
Santa Monica, California 90403

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

| | | | |
|-----------|---|-----------|----------------|
| Signature |  | Date | 8.12.06 |
| Name | Richard E. Maroun | Telephone | (310) 883-3146 |
| Title | Chief Administrative Officer | | |

Attorney Docket No.: 420052800100

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: David R. Helton et al.Application No./Patent
No./Control No.: 10/595,219 Filed/Issue Date: September 27, 2004 (Int'l)Entitled: TETRAHYDROINDOLONE DERIVATIVES FOR TREATMENT OF NEUROLOGICAL
CONDITIONSAbraxis BioScience, Inc., a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

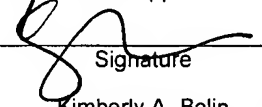
1. From: David HELTON, David FICK, Ernie PFADENHAUER, and Jason SHARP To: Cenomed, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: Cenomed, Inc. To: Abraxis BioScience, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature
Kimberly A. Bolin,, Reg. No. 44,546

Printed or Typed Name

Patent Agent

Title

November 16, 2006

Date
650-813-5740

Telephone Number

ASSIGNMENT

COPY

WHEREAS, we, **David Helton**, having an address at 19 Avignon Avenue, Foothill Ranch, California, **David Fick**, having an address at 6 Mojo Court, Newport Beach, California, **Ernie Pfadenhauer**, having an address at 2821 Portola Drive, Costa Mesa, California, and **Jason Sharp**, having an address at 2903 Bonanza, San Clemente, California, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled **TETRAHYDROINDOLONE DERIVATIVES FOR TREATMENT OF NEUROLOGICAL CONDITIONS**, which was filed with the United States Patent and Trademark Office on March 24, 2006, based on PCT International Application No. PCT/US2004/031743, filed on September 27, 2004, which claims priority from U.S. Provisional Patent Application No. 60/505,692, filed on September 25, 2003.

AND WHEREAS, Cenomed, Inc., having an address at 22865 Lake Forest Drive, Lake Forest, CA 92630 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee"), wants to acquire the entire right, title and interest in and to said improvements and application and any patents which may be granted thereon.

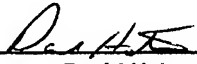
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee our entire right, title and interest in and to said improvements and said application; including: all divisions, substitutions, continuations and continuations-in-part of said application; all United States patents which may be granted thereon and all reissues and extensions thereof; all priority rights under the International Convention for the Protection of Industrial Property for every member country; all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries; and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries. We hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment.

We hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, an agreement in conflict herewith.

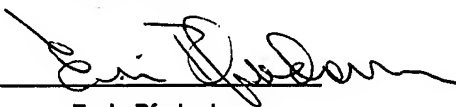
We hereby further covenant and agree that we will communicate to Assignee any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, we hereunto set our signatures on the date indicated below.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: 4/7/06 
Date David Helton

Executed on: 4/6/06 
Date David Fick

Executed on: 4/7/06 
Date Ernie Pfadenhauer

Executed on: 4/7/06 
Date Jason Sharp

COPY

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement"), dated as of August 25, 2006, is made by and between Cenomed, Inc. ("Cenomed"), having an address at 22865 Lake Forest Drive, Lake Forest, CA 92630, and Abraxis BioScience, Inc. ("Abraxis"), having an address at 11777 San Vicente Blvd., Suite 550, Los Angeles, CA 90049.

WHEREAS, Cenomed is the sole and lawful owner of the entire right, title, and interest in and to the following patent applications and the same are unencumbered and that Cenomed has the full right and authority to sell and convey the following patents:

1. PCT International Patent Application No. PCT/US2004/031743 ("PCT Patent Application");
2. a Japanese patent application corresponding to and claiming priority from PCT International Patent Application No. PCT/US2004/031743 ("Japanese Patent Application"); and
3. U.S. Patent Application No. 10/595,219, corresponding to and claiming priority from PCT International Patent Application No. PCT/US2004/031743 ("U.S. Patent Application")

(collectively, the "Cenomed Patent Rights"); and

WHEREAS, Cenomed is willing to assign the Cenomed Patent Rights to Abraxis, including the right to file a European regional stage patent application corresponding to and claiming priority from PCT International Patent Application No. PCT/US2004/031743 ("European Patent Application");

NOW, THEREFORE, in consideration of the foregoing premises and of the terms and conditions set forth in this Agreement, the parties hereby agree as follows.

Assignment. In view of the consideration set forth below, Cenomed hereby sells, assigns, and transfers to Abraxis the entire right, title, and interest in and to the Cenomed Patent Rights, including all patents claiming priority therefrom and all national and regional stage patent applications, divisionals, continuations and continuations-in-part, renewals, and extensions thereof held and enjoyed by Cenomed, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which the Cenomed Patent Rights may be granted, as fully and entirely as the same would have been held and enjoyed by Cenomed, had this sale and assignment not been made. Cenomed agrees, without payment of additional consideration by Abraxis, to sign all documents, take all lawful oaths, and do all acts necessary or required to be done for the assignment, procurement, prosecution, maintenance, enforcement and defense of the Cenomed Patents without charge to Cenomed. Abraxis shall have the sole responsibility, at Abraxis sole discretion, for the prosecution of the Cenomed patent applications that are assigned hereby.

Consideration. In consideration of the foregoing assignment, Abraxis agrees to pay for the costs and fees associated with the filing of a European Patent Application and for the maintenance and prosecution of such a European Patent Application ("European Patent Application Costs") for twelve months following the date hereof (the "Buyback Period").

Cenomed Right to Reacquire Rights. Abraxis hereby grants Cenomed the option to reacquire the entire right, title, and interest in and to the Cenomed Patent Rights, including the European Patent Application, during the Buyback Period. Cenomed may exercise this option by (a) giving written notice at least thirty (30) days prior to the expiration of the Buyback Period to Abraxis of such exercise and (b) making payment to Abraxis at the time the option is exercised of an amount equal to the European Patent Application Costs incurred by Abraxis up to the date of exercise, plus six percent interest on an annual basis. Abraxis agrees to assign and hereby assigns the Cenomed Patent Rights back to Cenomed effective upon Cenomed's exercise of this option and receipt of the payment set forth above by Abraxis. In the event Cenomed fails to exercise its option or fails to make such payment during the Buyback Period, the option shall expire and be of no further force or effect.

Miscellaneous. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior understandings and agreements between the parties, with respect to the subject matter hereof. No course of conduct or dealing between the parties shall act as a modification or waiver of any provision of this Agreement. Any such modification must be in writing and signed by both parties. This Agreement shall be construed according to the laws of California for contracts made within that state, without regard to the conflicts of law principles thereof.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the date first written above.

CENOMED

By: David Reed Helton
David Reed Helton

Title: President

Date: August 28, 2006

ABRAXIS

By: [Signature]

Title: Chief Administrative Officer

Date: 8.31.06